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OK

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September 4, 2001

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**TWENTY FIVE YEAR LEASE, WISEBURN LIBRARY  
5335 WEST 135<sup>th</sup> STREET, HAWTHORNE  
(SECOND) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Mayor to sign the attached twenty five year lease with the Lessor, the Wiseburn School District of Los Angeles County (School District), for the continued occupancy of the subject facility on a gratis (rent free) basis.
2. Find that the proposed lease is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Class 1, Section r, of the Environmental Document Reporting Procedures and Guidelines adopted by your Board and Section 15061 (b)(3) of the State CEQA Guidelines.
3. Approve the project and authorize the Chief Administrative Office (CAO) and the Public Library to implement the project. The lease will be effective upon approval by your Board.

## PURPOSE AND JUSTIFICATION OF RECOMMENDED ACTION

The proposed re-lease of this building housing the Wiseburn Library will enable the County to continue to provide library services to the Hawthorne community for the next twenty five years. The County has leased this library facility since 1966, and has a continued need for this space.

[Wiseburn board letter]

## Together We Can Conserve Energy



The Honorable Board of Supervisors  
September 4, 2001  
Page 2

The building, which has been continuously occupied by the Library since 1966, is now in need of major repairs and refurbishment. The current lease expired in 1997 and occupancy has continued on a month to month basis since then, pending settlement of on-going discussions with the City regarding deferred maintenance to the building. The City, which does not have the financial capability to make the necessary repairs, recently transferred its interest in the building to the School District, effectively making the School District the County's new landlord.

The School District has now requested financial assistance from the Second Supervisorial District to repair the building and the Second District has agreed to fund repair work up to a maximum of \$273,000, from their Discretionary Extraordinary Maintenance Budget, contingent upon a long-term gratis (rent free) lease agreement being consummated between the School District and the County for the continued operation of the Library at this location.

#### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs that we invest in public infrastructure in order to strengthen the County's fiscal capacity. The lease of this facility supports this strategy by complying with the Strategic Asset Management Principles (Goal 4, Strategy 2, Objective 2). In this case, the location of this facility is well suited for the provision of the library services to the constituency of the area, as further outlined in Attachment A.

The Honorable Board of Supervisors  
September 4, 2001  
Page 3

### **FISCAL IMPACT/FINANCING**

Since the proposed lease is gratis (rent-free), the facility cost incurred under this lease is limited to utilities, insurance, repair and maintenance to the building and any special assessments that may be levied against the property over the twenty five year lease term.

Wiseburn Library -Hawthorne 5335 West 135 <sup>th</sup> Street.	Current Lease	Proposed Lease
Area	5,000 square feet	5,000 square feet
Annual Rent	\$8,400 (split-service)	Gratis (Rent-free)
Annual Cost Per Square Foot	\$1.68	\$ -0-*
Term	5 years	25 years
Cancellation	Yes, anytime on 30 days notice	Yes, anytime on 120 days notice

\* Although the County does not pay rent, the County is responsible for the cost of providing all repairs, maintenance, insurance and utilities services to the building. The estimated cost for such services is estimated at \$9.01 per square foot per year.

- Sufficient funding for the operating costs and maintenance for the proposed library is included in the 2001-02 Public Library's Operating Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Wiseburn Library is located in a one-story stucco and brick building built in 1966 by the City of Hawthorne on School District owned land. The building contains approximately 5,000 square feet and 35 parking spaces for library staff and patrons. The lease contains the following provisions:

- Commencement upon Board approval and termination twenty five years thereafter.
- A cancellation provision allowing the County to terminate anytime on 120 days written notice.

[Wiseburn board letter]

The Honorable Board of Supervisors  
September 4, 2001  
Page 4

- County will commence alterations and repairs pursuant to Exhibit C of the lease after Board approval.

By the County contributing \$273,000 for the deferred maintenance items, we not only avoid the potential replacement cost for a new library (estimated at \$2.0 to \$2.5 million), but we also will enjoy the cost avoidance of \$210,000 over the term of this lease as compared to the current rental payment. Additionally, the County will also have the benefit of an improved facility that meets the needs of the constituents. CAO Real Estate staff surveyed the Hawthorne area to determine the availability of comparable and more economical sites. Staff was unable to identify any sites that could accommodate this requirement more economically. Attachment B shows all County owned and leased facilities within the search area and none have space available for this program.

The Department of Public Works has inspected the facility for seismic safety and has approved the County's continued use of this building as a library facility.

The need for an on-site child care facility was considered but the building is too small to accommodate such a facility.

#### **NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT**

The CAO has made an initial study of environmental factors and has concluded that this project is exempt from CEQA pursuant to Class 1, Section r, of the Environmental Document Reporting Procedures and Guidelines adopted by the Board on November 17, 1987, and Section 15061 (b) of the State CEQA Guidelines.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

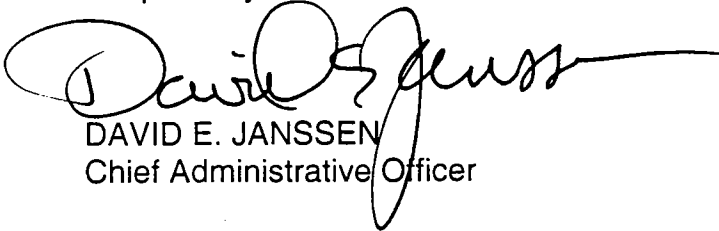
It is the finding of the CAO that the proposed lease is in the best interest of the County and will adequately provide the necessary space for this County requirement. In accordance with your Board's policy on the housing of any County offices or activities, the Public Library concurs in this lease recommendation.

The Honorable Board of Supervisors  
September 4, 2001  
Page 5

**CONCLUSION**

It is requested the Executive Officer, Board of Supervisors, return two originals of the executed lease, two certified copies of the Minute Order and the adopted, stamped Board letter to the CAO, Real Estate Division at 222 South Hill Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90012.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David E. Janssen", with a long horizontal flourish extending to the right.

DAVID E. JANSSEN  
Chief Administrative Officer

DEJ:SNY  
CWW:MMW:jf

Attachments (4)

c: County Counsel  
Auditor-Controller  
Public Library

**ATTACHMENT A**  
**WISEBURN LIBRARY**  
**5335 WEST 135<sup>TH</sup> STREET, HAWTHORNE**

Asset Management Principles Compliance Form<sup>1</sup>

**1. Occupancy**

	YES	NO	NA
A Does lease consolidate administrative functions? <sup>2</sup> <b>This is a community library serving the local neighborhood.</b>			<u>X</u>
B Does lease co-locate with other functions to better serve clients? <sup>2</sup> <b>School District has offered to lease the space to the County on a gratis basis to serve as a community library serving the local neighborhood.</b>		<u>X</u>	
C Does this lease centralize business support functions? <sup>2</sup>			<u>X</u>
D Does lease meet the guideline of 200 sf of space per person? <sup>2</sup> <b>The library is used primarily for storage and public use of its book collection.</b>		<u>X</u>	

**2. Capital**

A Should program be in leased space to maximize State/Federal funding?		<u>X</u>	
B If not, is this a long term County program?	<u>X</u>		
C Is it a net County cost (NCC) program? List % NCC <b>The Public Library is funded through a separate property tax. The General Fund provides approximately 19.4% of the Public Library's budget.</b>		Partial	19.4%
D If yes to 2 B or C; capital lease or operating lease with an option ?		<u>X</u>	
E If no, are there any suitable County owned facilities available?		<u>X</u>	
F If yes, why is lease being recommended over occupancy in County owned space?			<u>X</u>
G Is Building Description Report attached as Attachment B? <sup>2</sup>	<u>X</u>		
H Was build to suit or capital project considered? <sup>1</sup> <b>Rental rate under a build-to-suit scenario would be substantially higher than the gratis basis of the proposed lease.</b>		<u>X</u>	

**3. Portfolio Management**

A Did department utilize CAO Space Request Evaluation(SRE)? <sup>2</sup> <b>Request submitted prior to use of new SRE form.</b>		<u>X</u>	
B Was the space need justified?	<u>X</u>		
C If a renewal lease, was co-location with other County departments considered?	<u>X</u>		
D Why was this program not co-located? 1. ___ The program clientele requires a "stand alone" facility. 2. <u>X</u> No suitable County occupied properties in project area. 3. <u>X</u> No County owned facilities available for the project 4. ___ Could not get City clearance or approval 5. ___ The Program is being co-located			<u>X</u>
E Is lease a full service lease? <sup>2</sup> <b>School District required certain operating costs be borne by the County; namely utilities and interior and exterior maintenance.</b>		<u>X</u>	
F Has growth projection been considered in space request? <b>The Wiseburn Library is a small County library with no major growth predicted for the area. Additionally, Hawthorne is served by another larger County-owned library facility located at 12700 Grevillea Avenue, Hawthorne.</b>	<u>X</u>		
G Has the Dept. of Public Works completed seismic review/approval?	<u>X</u>		

<sup>1</sup> As approved by the Board of Supervisors 11/17/98

<sup>2</sup> If not, why not?

Please **BOLD** any written responses

## ATTACHMENT B

### SPACE SEARCH WITHIN 3-MILE RADIUS OF THE WISEBURN LIBRARY 5335 WEST 135<sup>TH</sup> STREET, HAWTHORNE

LACO	FACILITY NAME	ADDRESS	SQUARE FEET GROSS	SQUARE FEET NET	OWNERSHIP	SQUARE FEET AVAILABLE
0069	PW ROAD-DIV #232 MAINTENANCE YARD OFFICE	4055 W MARINE AVE, LAWNSDALE 90260	800	720	OWNED	NONE
0316	PUBLIC LIBRARY-LENNOX LIBRARY	4359 LENNOX BLVD, LENNOX 90304	4657	3679	OWNED	NONE
2527	LENNOX-DIRECTOR'S OFFICE/ COMFORT STATION	10828 S CONDON AVE, LENNOX 90304	623	249	OWNED	NONE
3394	INGLEWOOD JUVENILE COURTHOUSE	110 E REGENT ST, INGLEWOOD 90301	21539	12024	OWNED	NONE
4704	PUBLIC LIBRARY-HAWTHORNE LIBRARY	12700 S GREVILLEA AVE, HAWTHORNE 90250	16949	16174	OWNED	NONE
5374	PUBLIC LIBRARY-WOODCREST LIBRARY	1340 W 106TH ST, LOS ANGELES 90044	7254	5895	OWNED	NONE
6331	PUBLIC LIBRARY-MANHATTAN BEACH LIBRARY	1320 HIGHLAND AVE, MANHATTAN BEACH 90266	12188	10129	OWNED	NONE
6721	PUBLIC LIBRARY-MASAO W SATOW LIBRARY	14433 S CRENSHAW BLVD, GARDENA 90249	6639	5884	OWNED	NONE
A098	CSSD DIV IV HEADQUARTERS	621 HAWAII ST, EL SEGUNDO 90245-4825	47576	32444	LEASED	NONE
A170	SHERIFF-SOUTH BAY VEHICLE THEFT PROGRAM	ONE SPACE PARK DR (TRW), REDONDO BEACH 90278	500	500	PERMIT	NONE
A338	DC&FS-REGION VI HAWTHORNE SERVICES OFFICE	11539 S HAWTHORNE BLVD, HAWTHORNE 90250	31832	27057	LEASED	NONE
A378	DPSS-AIRPORT/WESTSIDE GAIN REGION VIII OFFICE	5200 W CENTURY BLVD, WESTCHESTER 90045	50147	47640	LEASED	NONE
A475	DCSS-LAWNSDALE ADULT PROTECTIVE SERVICES	14623 HAWTHORNE BLVD, LAWNSDALE 90260	1938	1841	LEASED	NONE
A475	DCSS-LAWNSDALE ADULT PROTECTIVE SERVICES	14623 HAWTHORNE BLVD, LAWNSDALE 90260	1505	1430	LEASED	NONE
B710	PW-INC CITY OFFICE (LAWNSDALE)	14717 S BURIN AVE (CITY HALL), LAWNSDALE 90260	80	76	PERMIT	NONE
F387	PW FLOOD-EL SEGUNDO YARD OFFICE	2155 EL SEGUNDO BLVD, EL SEGUNDO 90245	1600	1440	OWNED	NONE
T622	SHERIFF-LENNOX STATION NARCOTICS TRAILER	4331 LENNOX BLVD, LENNOX 90304	600	488	OWNED	NONE
Y018	DOCKWEILER-LIFEGUARD HEADQUARTERS	8255 VISTA DEL MAR, PLAYA DEL REY 90293	5919	5647	PERMIT	NONE
Y034	EL PORTO BCH-ROSECRANS LIFEGUARD HEADQUARTERS	3700 THE STRAND, MANHATTAN BEACH 90266	3777	2237	OWNED	NONE

Lease:  
Department: Public Library  
Lessor: Wiseburn School District

INDEX

1. DESCRIPTION OF PREMISES.....	1
2. TERM.....	1
3. RENT.....	1
4. USE.....	1
5. CANCELLATION.....	1
6. HOLDOVER.....	1
7. DAMAGE OR DESTRUCTION.....	2
8. TENANT'S FIXTURES.....	2
9. REPAIR, MAINTENANCE AND REPLACEMENT.....	2
10. UTILITIES.....	2
11. LESSOR'S ACCESS.....	3
12. DEFAULT.....	3
13. ASSIGNMENT; SUBLETTING.....	4
14. ALTERATIONS.....	4
15. NOTICES.....	5
16. CONDEMNATION.....	5
17. INSURANCE.....	5
18. TAXES.....	8
19. BINDING ON SUCCESSORS.....	8
20. PARKING SPACES.....	8
21. HAZARDOUS MATERIALS.....	9
22. GENERAL PROVISIONS.....	11
23. WARRANTY OF AUTHORITY.....	13
24. ESTOPPEL CERTIFICATE.....	13
25. TENANT IMPROVEMENTS.....	14
26. ASSIGNMENT BY LESSOR.....	14

**COUNTY OF LOS ANGELES  
CHIEF ADMINISTRATIVE OFFICE  
LEASE AND AGREEMENT**

THIS LEASE AND AGREEMENT, made and entered into in duplicate original this 26th day of June, 2001, by and between **THE WISEBURN SCHOOL DISTRICT OF LOS ANGELES COUNTY**, hereinafter referred to as the Lessor, and the COUNTY OF LOS ANGELES, a body politic and corporate, hereinafter referred to as the Lessee,

**W I T N E S S E T H:**

1. **DESCRIPTION OF PREMISES:** The Lessor, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Lessee, upon the following terms and conditions, hereby leases to the Lessee, and the Lessee hereby hires and takes of and from the Lessor, those certain premises located at 5335 West 135<sup>th</sup> Street, Hawthorne, in the County of Los Angeles, State of California, more particularly described as follows:  
  
Approximately 5,000 gross square feet of space consisting of the entire building located at 5335 West 135<sup>th</sup> Street, Hawthorne, California, on real property legally described in Exhibits "A" and "B" attached hereto and incorporated hereinby.
2. **TERM:** The term of this Lease shall be for a period of twenty-five (25) years beginning upon Board of Supervisors approval and ending twenty five years thereafter.
3. **RENT:** This Lease shall be on a gratis basis in consideration for Lessee's use and maintenance of the premises as a library.
4. **USE:** Lessor agrees that the demised Premises together with all appurtenances thereto belonging or in any wise appertaining, shall be used by the Lessee as a public library which shall function as a unit of the County of Los Angeles Public Library System and for other governmental purposes or lawful purposes during normal working hours, after normal working hours, and on weekends and holidays as Lessee may desire.
5. **CANCELLATION:** Lessee shall have the right to cancel this Lease at any time in the event Lessee is required for financial reasons to discontinue library services to the community, by giving Lessor one hundred twenty (120) days prior written notice.
6. **HOLDOVER:** In case Lessee holds over beyond the end of the term provided with the consent express or implied of Lessor, such tenancy shall be from month-to-month only, subject to the terms and conditions of this Lease, but shall not be a renewal hereof, and the rent shall be at the rate prevailing under the terms of this Lease. Either party may during the holdover cancel this Lease by giving the other party not less than thirty (30) days prior written notice; provided however that in the event that notice of the Lessee's intent to exercise the option to renew this Lease has been given and when applicable, negotiations are proceeding in good faith but have not been completed prior to the Lease expiration, then the holdover term shall be on a quarterly basis and the

Lease may be canceled by either party on ninety (90) days prior written notice.

7. **DAMAGE OR  
DESTRUCTION:**

Lessor agrees that should the Premises be damaged by fire, incidents of war, earthquake, or other violent action of the elements as to render them reasonably unfit for Lessee's occupancy as determined by Lessee's sole discretion, then this Lease shall be terminated immediately upon the happening of any such event whereupon Lessee shall surrender the Premises and shall not be obligated for any rental, if any.

In the event of any lesser damage by any such cause that results in damage to ten percent (10%) or less of net usable area of the improvements Premises, then Lessor shall commence the repair and restoration of the Premises within fifteen (15) days of the event which necessitated the repair and restoration. In the event of any such cause which results in damage to more than ten percent (10%) of the net usable area of the improvement Premises, then Lessee shall have the right at its sole discretion to either surrender the Premises and not be obligated for any further rental, if any, under this Lease and Agreement, or to cause Lessor to commence the repair and restoration of the Premises within fifteen (15) days of the event that necessitated the repair and restoration.

Commencement of the repair and restoration under either of the aforementioned conditions shall require (1) securing the area to prevent injury to persons and/or vandalism to the improvements, and (2) the placement of a work order or contract for obtaining the Labor and Materials to accomplish the repair and restoration. If Lessor should fail to thereafter pursue said repair and restoration work with reasonable diligence to completion, Lessee may give Lessor fifteen (15) working days prior written notice and thereafter perform or cause to be performed the restoration work and shall be entitled to reimbursement for all costs incurred in the restoration work.

8. **TENANT'S  
FIXTURES:**

Lessor agrees that Lessee may remove, at its own expense, during or at the expiration or other termination of the term of this Lease, or any extension or holdover period thereof, as the case may be, all fixtures, equipment and all other personal property placed or installed in or upon the demised Premises by the Lessee, or under its authority.

9. **REPAIR  
MAINTENANCE  
AND  
REPLACEMENT:**

Lessee agrees to repair and maintain as necessary at Lessee's own expense the entire interior and exterior of the Premises and to return the Premises to the Lessor in as good condition as when this Lease commenced, ordinary wear and tear and damages by the elements excepted.

10. **UTILITIES:**

Lessee agrees to pay when due all charges for the use of the sewer, effluent treatment, when and if imposed by any Governmental authority, all water, sprinkler standby charges, electricity, gas, and other lighting, heating, and power and other utility rents and charges accruing or payable in connection with the demised Premises during the term of this Lease or any renewal, extension, or holdover thereof.

11. LESSOR'S  
ACCESS:

Lessee agrees to permit Lessor or Lessor's authorized agents free access to the demised Premises at all reasonable times for inspections or for making necessary improvements or repairs.

12. DEFAULT:

A. Default by Lessee:

Lessee agrees that if default shall be made in the manner herein provided or in any of the covenants or agreements herein contained on the part of the Lessee to be kept and performed which constitute a material breach of the Lease, it shall be lawful for the Lessor to declare said term ended and to terminate this Lease upon the giving of thirty (30) days written notice. In addition thereto, Lessor shall have such other rights or remedies as may be provided by law. Lessor may not terminate the Lease if (1) Lessee cures the default within the thirty (30) day period after the notice is given, or (2) the default cannot reasonably be cured within the thirty (30) days after notice is given, but Lessee reasonably commences to cure the default within the thirty (30) days period and diligently and in good faith continues to cure the default.

B. Default by Lessor:

Lessor shall not be in default in the performance of any obligation required to be performed under this Lease unless Lessor has failed to perform such obligation within thirty (30) days after the receipt of written notice of default from Lessee specifying in detail Lessor's failure to perform or within such shorter period of time as may be specified herein. Lessee may terminate this Lease upon Lessor's default of any material obligation upon giving of thirty (30) days written notice of termination. In addition thereto, Lessee shall have such other rights or remedies as may be provided by law. Lessee may not terminate the Lease if (1) Lessor performs and meets the obligation within the thirty (30) day period (or shorter specified period) after notice of default is given, or (2) the obligation cannot reasonably be performed within thirty (30) days after notice of default is given, but Lessor reasonably commences to cure the default within the thirty (30) day period (or shorter specified period and diligently and in good faith continues to cure the default.

Lessee shall not exercise any of its rights under this Paragraph, other than its rights to give notice, until Lessee gives notice to any person who has requested in writing notice of Lessor's default, and has specified that person's interest in the Lease. The notice to such person shall be for the same period of time as that to which Lessor is entitled. Such person shall have the right to cure the default within the same period of time, after notice, to which Lessor would be entitled.

If Lessor or such person does not cure the default, Lessee may exercise any of its rights or remedies

provided for or permitted in this Lease or pursuant to law, including the right to recover any damages proximately caused by the default.

If Lessee is permitted to cure the default under the terms of this Lease, and elects to do so, then Lessee shall be entitled to reimbursement for all of its costs incurred, as well as to recovery for all damages proximately caused to it because of the default.

C. Receipt of Notice

Notwithstanding anything in Paragraph 15 herein to the contrary, receipt of notice under this Paragraph shall be conclusively presumed to have occurred on the earliest of:

- (1) The date of personal delivery to Lessor or to Lessor's agent or employee at Lessor's place of business, or to a resident over eighteen (18) years of age at Lessor's residence.
- (2) The date of delivery shown upon the United States Postal Service's return receipt for certified or registered mail.
- (3) Ten (10) days after deposit of notice to the address stipulated in Paragraph 15, sent by first class mail with the United States Postal Service, provided prior or concurrent notice has been attempted pursuant to Paragraph 15, but delivery has been refused or the notice otherwise returned without delivery.

13. ASSIGNMENT:  
SUBLETTING:

Lessee shall have the right at all times upon Lessor's written consent, which consent shall not be unreasonably withheld, to assign or sublease to another government agency, assignee, contractor, or sub-contractor of County so long as the use of the Premises is as a Public Library and upon the condition that the assignee or Sublessee expressly assumes and agrees in writing to perform each and every covenant and agreement in this lease required by Lessee to be performed. Lessee agrees to notify Lessor of any change in tenancy.

14. ALTERATIONS:

Lessor and Lessee agree not to make any structural alterations in or on the demised Premises without first securing the prior written consent of the other party and further agree to make such alterations only at such time that it is agreeable to said other party. Consent shall be given or denied within thirty (30) days of receipt of written request. Consent shall not be unreasonably withheld. Should there be no response within thirty (30) days the request is deemed approved. "Structural" alterations shall be any modification to the improvements which results in a change in the structural integrity of the improvements or alters the gross cubic area of the improvements. Notwithstanding any other provision, herein to the contrary Lessee shall improve the Premises as outlined in Paragraph 24 of this Lease and Agreement in accordance with the provisions of said Paragraph 24.

Any alterations installed by Lessee which are "trade

fixtures as such are defined by the law of eminent domain shall be treated as tenant's fixtures in accordance with the provisions of this Lease and Agreement.

15. **NOTICES:**

Notices desired or required to be given by this Lease or by any law now or hereinafter in effect shall be given by enclosing the same in a sealed envelope with postage prepaid, certified or registered mail, return receipt requested, with the United States Postal Service. Any such notice and the envelope containing the same shall be addressed to the Lessor as follows:

The Wiseburn School District  
13530 Aviation Boulevard  
Hawthorne, CA 90250

or such other place as may hereinafter be designated in writing by the Lessor except that Lessor shall at all times maintain a mailing address in California.

The notices and envelopes containing the same shall be addressed to the Lessee as follows:

Board of Supervisors  
Kenneth Hahn Hall of Administration, Room 383  
500 West Temple Street  
Los Angeles, CA 90012

with a copy to:

Chief Administrative Office  
Real Estate Division  
220 South Hill Street, 4<sup>th</sup> Floor  
Los Angeles, CA 90012  
Attention: Director of Real Estate

16. **CONDEMNATION:**

If the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation") any award for the taking of all or any part of the Premises shall be the property of the Lessor, to the extent it is compensation for the taking of the fee or as severance damages. Lessee shall be entitled to that portion of the award, if any, attributable to Lessee's trade fixtures and improvements and for the bonus value of Lessee's leasehold. "Trade fixtures" are agreed to include any tenant improvements installed at the Lessee's request to the extent that Lessee has reimbursed Lessor for such tenant improvements in a lump sum or through amortization included in the rent payments, if any. This Lease shall remain in full force and effect as to the portion of the Premises remaining except that rent, if any, shall be reduced in the proportion that the area taken bears to the total leased Premises.

In the event of a partial taking of the parking area, Lessor shall use his best effort to provide Lessor with thirty five (35) exclusive off-street-in-and-out parking spaces within five hundred (500) feet of the demised premises.

17. **INDEMNIFICATION  
AND INSURANCE**

During the term of this Lease, the following indemnification and insurance requirements shall be in

**REQUIREMENTS:** in effect.

**A. Indemnification:**

Lessor agrees to indemnify, defend and hold the Lessee, its officers, agents, and employees, harmless against and from any and all losses, actions, damages, costs, and expense, including legal fees, or other obligations or claims, arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability or damage to property of any other loss, sustained or claimed to have been sustained in connection with Lessor's use, maintenance or ownership of the District premises. The provisions of the article to not apply to any damage or losses caused by the negligence of the Lessee or any of its officers, agents, and employees.

Lessee agrees to indemnify, defend and hold the Lessor, its officers, agents, and employees, harmless against and from any and all losses, actions, damages, costs, and expense, including legal fees, or other obligations or claims, arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability or damage to property or any other loss, sustained or claimed to have been sustained in connection with Lessee's occupancy and use of the District premises. The provisions of the article do not apply to any damage or losses caused by the negligence of the Lessor or any of its officers, agents, and employees.

- B. Waiver:** Both the Lessee and Lessor each agree to release the other and waive their rights of recovery against the other for damage to their respective property arising from perils insured in the Causes-of-Loss Special Form (ISO form CP 10 30).

- C. General Insurance - Lessor Requirements:** Without limiting Lessor's indemnification of Lessee and during the term of this Lease, Lessor shall provide and maintain the programs of insurance set forth in Section 17. D., Insurance Coverage Types and Limits - Lessor Requirements. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by Lessee, and such coverage shall be provided and maintained at Lessor's own expense.

- (1) Evidence of Insurance.** Certificate(s) or other evidence of coverage satisfactory to Lessee shall be delivered to the Lessee's Lease Administrator Name and Address upon execution of this Lease. Such certificates or other evidence shall:

- (a) Specifically identify this Lease.
- (b) Clearly evidence all coverages required in

this Lease.

- (c) Contain the express condition that Lessee is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (d) Include copies of the additional insured endorsement (ISO form CG 20 26) to the commercial general liability policy, adding the Lessee as an additional insured.
- (e) Identify any deductibles or self-insured retentions exceeding \$25,000.

**(2) Review of Insurance Requirements.** The types of insurance and limits required under this Lease shall be reviewed annually by the Lessor or its representative. Coverage types and limits shall reflect the prevailing practice in the Los Angeles metropolitan area for insuring similar property and casualty risks, and be subject to Lessee's approval. Insurance is to be provided by an insurance company acceptable to Lessee with an A.M. Best rating of not less than A:VII, unless otherwise approved by Lessee.

**(3) Failure to Maintain Coverage.** Failure by Lessor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to Lessee shall constitute a material breach of the Lease pursuant to Section 12. B., Default by Lessor. Alternatively, at its sole option, Lessee may purchase such required insurance coverage, and without further notice to Lessor, deduct any premium costs advanced by Lessee for such insurance from any rental payments next due to Lessor.

**D. Insurance Coverage Types and Limits - Lessor Requirements:**

**(1) General Liability insurance** (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:\$10 million  
Products/Completed Operations Aggregate:\$10 million  
Personal and Advertising Injury:\$ 5 million  
Each Occurrence:\$ 5 million

**(2) Automobile Liability:** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident.

**E. General Insurance - Lessee Requirements:** During the term of this Lease, Lessee shall maintain a program of insurance coverage as described below. Lessee, at its sole option, shall use commercial

insurance and/or self-insurance coverage or any combination thereof to satisfy these requirements. Certificate(s) evidencing coverage will be provided to Lessor after execution of this lease at Lessor's request.

**F. Insurance Coverage Types and Limits - Lessee Requirements:**

- (1) **General Liability coverage** (equivalent to ISO policy form CG 00 01) with limits of not less than the following:

General Aggregate:\$ 2 million  
Products/Completed Operations Aggregate:\$ 1 million  
Personal and Advertising Injury:\$ 1 million  
Each Occurrence:\$ 1 million

Lessor shall be an Additional Insured (or its equivalent) with respect only to liability arising from Lessee's sole negligence in its use of the leased premises.

- (2) **Automobile Liability:** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident.

- (3) **Commercial Property insurance.** Such insurance shall :

- (1) cover damage to Lessor's property, including improvements and betterments, from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30), and include Ordinance or Law coverage.  
(2) be written for the full replacement cost of the property, with a deductible of no greater than 5% of the property value.

18. **TAXES:**

Both Lessor and Lessee are exempt from property taxation under existing Law on the date of this Lease. If at anytime during the term the State of California or any political subdivision of the State including any county, city, public corporation, district, or any other political entity of this state, leaves or assesses a tax, fee or excise on rents, on the square footage of the property, on the act of entering into this Lease, or on the occupancy of County, or any other tax, fee or excise from which the parties are not exempt, Lessee shall pay before delinquency that tax, fee or excise.

19. **BINDING ON SUCCESSORS:**

Each and all of the terms and conditions herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Lessor, and wherever the context permits or requires, the successors in interest to the Lessee.

20. **PARKING SPACES:**

Lessor at its sole cost and expense shall provide for the exclusive use by Lessee of thirty five (35) off-street parking spaces located next to and adjacent to

the facility. No tandem spaces will be included and all spaces will be "in and out" as long as design is consistent with County policy.

21. HAZARDOUS  
MATERIALS:

Definition:

For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances as defined in California Health and Safety Code Section 25316 as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8.

Warranties and Representations:

1. Lessor hereby warrants and represents, based upon appropriate and reasonable inspection of the Premises, that during its ownership of the Premises; hazardous substances have not been released on the Premises; that it has no knowledge of any release of hazardous substances on the Premises occurring before its ownership; that it has no knowledge or reason to believe that there are hazardous substances on the Premises; that Lessor shall comply with all federal, state and local laws and regulations concerning the use, release, storage and disposal of hazardous substances; and that Lessor shall require all other tenants, if any, of the subject property to comply with the aforementioned rules and regulations.
2. Lessee hereby warrants and represents that it shall comply with all federal, state and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the Premises.

Notice:

Lessor and Lessee agree to immediately notify each other when either party learns that hazardous substances have been released on the Premises.

Indemnity:

1. Lessor agrees to indemnify, defend and save Lessee, its agents, offices and employees from or against all liability, expenses (including defense costs, legal fees, and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence of hazardous substances on the Premises which has not been caused by Lessee.
2. Lessee agrees to indemnify, defend and save harmless Lessor from and against all liability, expenses (including defense costs, legal fees and response costs imposed by law) and claims for damages of any nature whatsoever which arise out

of the presence of hazardous substances on the Premises caused by Lessee.

3. The indemnity provided each party by this provision shall survive the termination of this Lease.

Default:

The presence or release of hazardous substances on the Premises and/or subject property, which is not caused by Lessee and which threatens the health and safety of Lessee's agents, officers, employees or invitees, as determined by Lessee's sole discretion, shall entitle Lessee to immediately terminate this Lease. In the event of such termination, Lessee shall not be obligated for any further rental, if any, and Lessor shall refund any unearned rent, if any, paid in advance by Lessee calculated at a daily rate based on the regular monthly rental.

Operating Costs:

Costs incurred by Lessor as a result of the presence or release of hazardous substances on the Premises and/or subject property which is not caused by Lessee are extraordinary costs not considered normal operating expenses and shall not be passed through to Lessee as part of its obligation, if any, to pay operating expenses.

Asbestos Notification:

Lessor represents, based upon a professional inspection of the subject Premises conducted by \_\_\_\_\_, a licensed California Asbestos Contractor, and their report dated \_\_\_\_\_, copy of which is hereby acknowledged received by the County, that the subject Premises contain no asbestos containing materials, other than those reflected in the report. Lessor agrees, prior to Lessee's occupancy, to abate, at Lessor's sole cost and expense, all asbestos containing materials, and provide Lessee with an updated report from a licensed California Asbestos Contractor to that effect.

Lessor agrees to notify (County/Lessee) at least annually of Lessor's knowledge of the presence of asbestos containing materials within the building of which the demised Premises is part. Such notification shall comply with Health and Safety Code Sections 25915 et seq as amended from time to time or as required by any successor or companion statutes enacted subsequent to this Lease and Agreement.

Indoor Air Pollution Notification:

Lessor represents and warrants that a) there have been no complaints regarding the indoor air quality anywhere in the building or in the ventilating system; b) he Lessor will deliver to Lessee/County copies of any such complaints received; c) to the best of his Lessor's knowledge there are no indoor air pollution and/or air quality problems in the building; and d) he Lessor will notify Lessee/County if any indoor air

quality or environmental problem is discovered or reported in the building, and undertake to correct such problem at his Lessor's sole cost and expense.

22. GENERAL  
PROVISIONS:

A. Waiver

The waiver by Lessor or Lessee of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.

B. Marginal Headings

The paragraph titles in this Lease are not a part of this lease thereof and shall have no effect upon the construction or interpretation of any part hereof.

C. Time

Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

D. Recordation

Either party may record this Lease at any time without the prior written consent of the other party.

E. Quiet Possession

Upon Lessee paying the rent or other consideration hereunder. Lessee shall have quiet possession of the demised Premises for the entire term hereof subject to all the provisions in this Lease. If any underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, this Lease shall nevertheless remain in full force and effect and Lessee at all times shall be entitled to quiet possession and use of the Premises and shall, notwithstanding any subordination, and upon the request of such successor in interest to Lessor, attorn to and become the Lessee of the successor in interest to Lessor.

F. Prior Agreements

This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

G. Force Majeure

In the event that either party is delayed or hindered from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations, riots, insurrection, war or other reasons of a like nature beyond the control of such party, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

H. Separability

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

I. Cumulative Remedies

No remedy or election hereunder shall be deemed exclusive but shall wherever possible be cumulative with all other remedies at law or in equity.

J. Choice of Law

This Lease shall be governed by the laws of the State of California, exclusive of conflict of law provisions.

K. Impairment of Title

Lessor hereby covenants to notify Lessee in writing within thirty (30) days of each and every occurrence which may impair Lessor's title to the demised Premises. Such occurrences include, but are not limited to, default on a trust deed, transfer of any interest in any trust deed, notification of any lien recordation, notification of any foreclosure, and notification of default in the master lease. Lessor further agrees to notify Lessee, in writing, within ten (10) days of receipt of any written notice regarding redevelopment, zoning, or conditional use permits which affect the property, the subject of this Lease or real property adjacent thereto.

L. Arbitration

In the event of any dispute regarding the terms, conditions, rights or obligations of the parties hereto, such dispute may, at the request of either party, be submitted to arbitration in accordance with the provisions of Code of Civil Procedure Section 1280 et seq as they now exist or may later be amended. The Chief Administrative Officer, or its designee, shall act on behalf of Lessee in arbitration, with the assistance of Counsel, for so long as County is the Lessee under this Lease.

M. Construction

Any and all construction pertaining to this Lease and Agreement by Lessor or his designated contractors or subcontractors shall comply with all applicable City, County, State and Federal regulations, codes and ordinances, including but not limited to all provisions of the Labor Code of the State of California. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workman or mechanic needed for the construction of the improvements.

Particulars of the current Prevailing Wage Scale, as approved by the Board of Supervisors, which are applicable to the work contemplated are filed with the Clerk of the Board of Supervisors and must be posted at the subject site.

N. Interpretation

The language of this Lease shall be construed according to its fair meaning and not strictly for or against Lessor or Lessee.

O. Lobbyists

Lessor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Lessor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Lessor or any County lobbyist or County lobbying firm retained by Lessor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Lease and Agreement.

23. WARRANTY OF  
AUTHORITY:

Each of the undersigned signatories for the Lessor hereby personally covenant, warrant and guarantee that each of them, jointly and severally, have the power and authority to execute this Lease upon the terms and conditions stated herein and each agrees to indemnify and hold harmless the Lessee from all damages, costs, and expenses, which result from a breach of this material representation.

24. ESTOPPEL  
CERTIFICATE:

Either party shall at any time upon not less than thirty days' prior written notice from the other party execute, acknowledge and deliver to the requesting party a statement in writing (1) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (2) acknowledging that there are not to the declarant's knowledge, any uncured defaults on the part of either party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the building complex or any other interested party. Failure to deliver such statement within such time shall be

conclusive evidence (a) that this Agreement is in full force and effect without modification except as may be represented by the requesting party in the written request for the certificate, (b) that there are no uncured defaults in either party's performance, and (c) that not more than one month's rent has been paid in advance.

25. TENANT  
IMPROVEMENTS:

Commencing after Board of Supervisors's approval, Lessee agrees to perform the alterations and repairs referenced as Exhibit "C" attached herewith.

26. ASSIGNMENT  
BY LESSOR:

A. Lessor may assign, transfer, mortgage, hypothecate or encumber Lessor's right, title and interest in and to this Agreement or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Lessor may execute any and all instruments providing for the payment of rent directly to an assignee or transferee, but only if the conditions set forth in subsections B and D below are met.

Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Lessor's right, title and interest in and to this Agreement or any portion thereof, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section 26 shall be void.

B. Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements or Sections 5950-5955 of the California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Agreement or any portion thereof, without the prior written consent of the County.

C. In the event Lessor violates the provisions of Section 5951 of the California Government Code, Lessee may impose damages in an amount equal to the greater of (a) \$500,000 or (b) 10% of the aggregate principal portion of all rental payments payable by Lessee, if any, during the entire term of this agreement. It is being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, Lessee may exercise or pursue any other right or remedy it may have under this Agreement or applicable law.

D. Lessor shall give Lessee notice and a copy of each Security Agreement and any other instrument relating thereto (including, but not limited to, instruments providing for the payment of rent directly to an assignee or transferee) at least two weeks prior to the effective date thereof.

- E. Lessor shall not furnish any information concerning Lessee or the subject matter of this Agreement (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of the County Counsel) to any person or entity, except with Lessee's prior written consent. Lessor shall indemnify, defend and hold Lessee and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Lessor in violation of this subsection E.
- F. The provisions of this Paragraph 26 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Paragraph 26 Lessor is referred to, such reference shall be deemed to include Lessor's successors or assigns, and all covenants and agreements by or on behalf of Lessor herein shall bind and apply to Lessor's successors and assigns whether so expressed or not.

IN WITNESS WHEREOF, the Lessor has executed this Lease or caused it to be duly executed, and the County of Los Angeles by order of its Board of Supervisors, has caused this Lease to be executed on its behalf by the Chairman of said Board and attested by the Clerk thereof the day, month, and year first above written.

LESSOR

WISEBURN SCHOOL DISTRICT

By Don Brann  
Name: Don Brann, Ed.D.  
Title: Superintendent

ATTEST:

COUNTY OF LOS ANGELES

VIOLET VARONA LUKENS  
Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_  
Deputy

By \_\_\_\_\_  
Mayor, Board of Supervisors

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By Francis E. Scott  
Deputy: Francis E. Scott

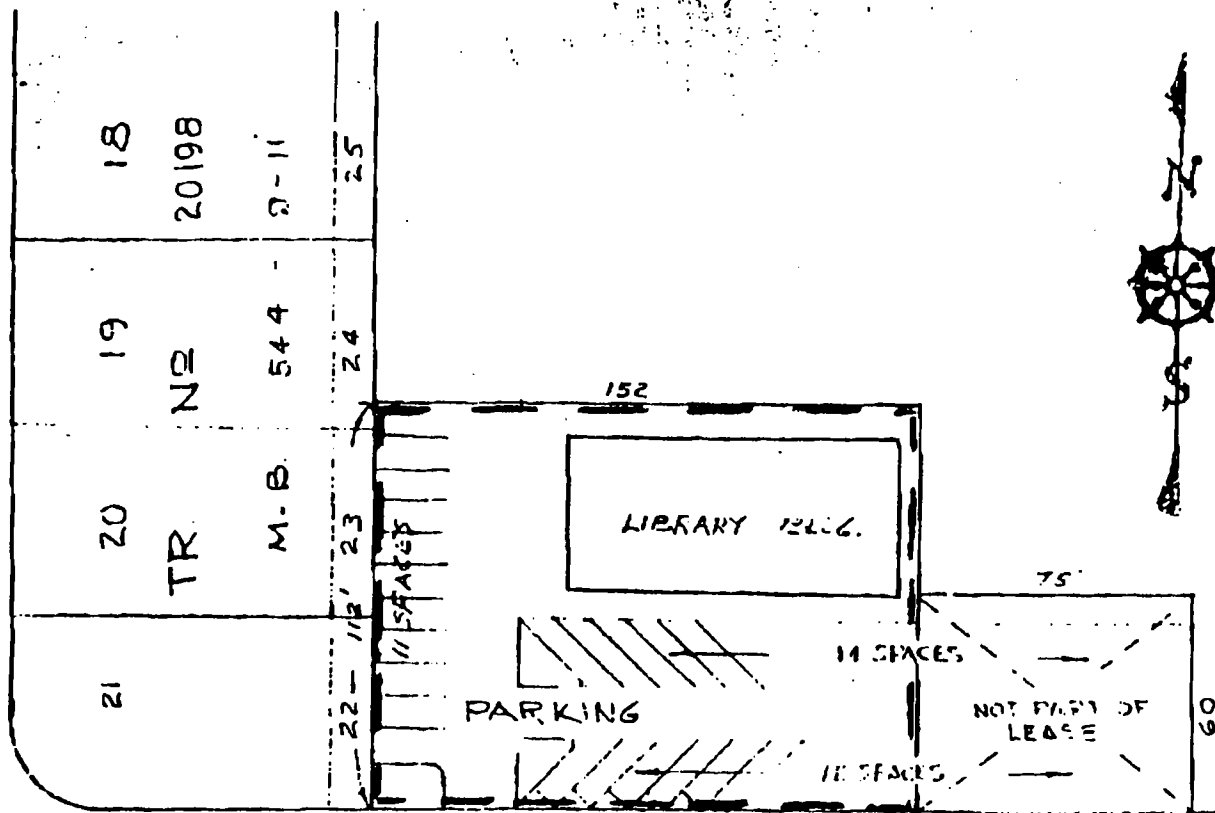
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(wiseburn.mmw)  
6/25/01

**EXHIBIT "A"**

That portion of the northwest quarter of Section 17, Township 3 South, Range 14 West, in the Rancho Sausal Redondo, as shown on map filed in Case No. 11629 of the Superior Court of the State of California for the County of Los Angeles, within the following described boundaries:

Beginning at the southeasterly corner of Lot 22, Tract No. 20198, as shown on map recorded in Book 544, Pages 9, 10 and 11 of maps in the office of the Recorder of the County of Los Angeles; thence southerly along the southerly prolongation of the easterly line of said Lot 22, a distance of 15.00 feet to the northerly line of the 50 foot easement for road purposes granted to the County of Los Angeles by deed recorded in Book 4544, Page 94 of Official Records, in the office of said recorder; thence easterly along said northerly line 152.00 feet; thence northerly parallel with the easterly line of said tract a distance of 127.00 feet; thence westerly parallel with said northerly line 152.00 feet to said easterly line; thence southerly along said easterly line 112.00 feet to the point of beginning.

ISIS 6 AVE.



135 TH STREET 65

 Proposed

Exhibit "B"

**WISEBURN LIBRARY**  
**City to Hawthorne**  
County of Los Angeles / Real Estate Division

## EXHIBIT "C"

### Base Scope of Services

- 1). HVAC system replacement- Maintain existing capacity requirements of existing units. Provide all necessary interconnection piping, controls and electrical.
  - 1a Controls
    - 1b. Electrical rewiring/circuit
    - 1c. Plenum to Ducting
    - 1d. Accessories and base flashings
  - 2). Clean HVAC ducts.
  - 3). Add interior light "switching " to zone control lighting from switch not circuit breaker.
    - 3a. Conduit/wire.
    - 3b. Switch and accessories
    - 3c. Drywall patch/repair.
    - 3d. Upgrade interior lighting for energy upgrades and efficiency.
  - 4). Repair concrete sidewalk at library entrance.
    - 4a. Demo concrete panels: approximately 4x20'.
    - 4b. Form and place new concrete sidewalk sections
    - 4c. Strip/remove formwork. Return area to prior conditions.
    - 4d. Handrails, if ADA required
  - 5). Paint Building "Exterior" - use oil base primer and 2 finish coats
    - 5a. Stucco and soffits
    - 5b. Transit panels
    - 5c. Drains/downspouts/louvers/curb flashings/gutters
  - 6). Paint building "Interior".
    - 6a. Walls and trim (prime, 2 color coats- rolled)
    - 6b. Ceilings (prime, 2 top coats- sprayed)
  - 7). Resurface/re-stripe Parking lot
    - 7a. Remove existing surface, re-grade as necessary to original elevations, prepare base material, and apply new asphalt
    - 7b. Seal coat entire parking surface.
    - 7c. Re-stripe stalls, ramps, walkways.
  - 8). ADA improvements
    - 8a). Access signage to building entry and accessibility route. Install sign with ISA at entrance.
    - 8b). Modify Men and Women's Restrooms

- Create routing pattern with a textured surface 1 foot from the face and sides of the water fountain.
- 8e. Demo and replace building sidewalk.
- 8f. R/R curb cuts for handicap access at building entrance.
- 8g. Remove 3 trees and associated root base at library entry that is elevating existing sidewalk
- 8h. Form and place new Spillway curbing at east side of building
- 8i). All exterior/interior ADA Signage
- 8j). Lobby signage identifying handicap restrooms are accessible.
- 8k). F/I raised lettered and brailed signage for room and space designations.
- 9. Provide option pricing for the "repair or replacement" of 2 existing exterior light poles and fixtures at east/west end of facility,
  - 9a. Include energy efficient fixtures
- 10. Repair downspout at northeast end of building.
- 11. Water service: Remove and replace existing water service from water meter to Building POC. Include associated valves and backflow preventers.
- 12). Clean/polish bronze fascia lettering, identifying Wiseburn Library.
- 13). Varnish (6)- 3'0" x 9'0" doors
- 14). Replace existing flooring throughout, less ceramic tile.
  - 14a. Carpet and VCT
  - 14b. Seal coat and wax VCT.
- 15). Power wash brick exterior
- 16). F/I new wall at restrooms to accommodate required 60" ADA clear opening requirements.
  - 16a). Include necessary tile work
  - 16b). Include two (2) new restroom doors and associated hardware/closers to meet required ADA requirements
- 17). Roofing System
  - 17a). Tear off the existing roof and flashing.
  - 17b). Furnish and install new ½" rigid board insulation.
  - 17c). Install 28# glass base layer; 3 layers of 11# glass ply; sleepers, cants, flashings and accessories.

**EXHIBIT "D"**

**COMMUNITY BUSINESS ENTERPRISE FIRM**

INSTRUCTIONS: All Lessors shall submit this form on an annual basis on or before December 30th of each year of the term of this agreement as evidence of CBE participation. The information requested below is for statistical purposes only. On final analysis and consideration, leases will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR Section 23.5.

**I. MINORITY/WOMEN PARTICIPATION IN FIRM** (Partners, Associates Partners, Managers, Staff, etc.)

FIRM: NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

TOTAL NUMBER OF EMPLOYEES IN FIRM: \_\_\_\_\_

	OWNERS/PARTNERS ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American	_____	_____	_____
Hispanic/Latin American	_____	_____	_____
Asian American	_____	_____	_____
Portuguese American	_____	_____	_____
American Indian/ Alaskan Native	_____	_____	_____
All Others	_____	_____	_____
Women (Should be included in counts above <u>and</u> also reported here separately)	_____	_____	_____

**II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM**

TYPE OF BUSINESS STRUCTURE: \_\_\_\_\_  
(Corporation, Partnership, Sole Proprietorship, etc.)

TOTAL NUMBER OF OWNERSHIP/PARTNERS, ETC.: \_\_\_\_\_

**PERCENTAGE OF OWNERSHIP**

Black/African American \_\_\_\_\_  
Hispanic/Latin American \_\_\_\_\_

Asian American \_\_\_\_\_  
Portuguese American \_\_\_\_\_  
American Indian/  
Alaskan Native \_\_\_\_\_  
All Others \_\_\_\_\_  
Women (Should be  
included in counts  
above and also reported  
here separately) \_\_\_\_\_

III. CURRENT CERTIFICATION AS MINORITY/WOMEN-OWNED FIRM

IS YOUR FIRM CURRENTLY CERTIFIED AS A MINORITY OWNED  
BUSINESS FIRM BY THE:

State of California?	Yes	No
City of Los Angeles?	Yes	No
Federal Government?	Yes	No

IV. FIRM'S DESIRE NOT TO RESPOND TO INFORMATION

WE DO NOT WISH TO PROVIDE THE INFORMATION REQUIRED IN THIS  
FORM.

Firm Name: Wiseburn School District

Signed: *Don Brann*

Date: 07/18/01

Title: Superintendent